

**THE MIDTOWN ALEXANDRIA STATION CONDOMINIUM ASSOCIATION**

**POLICY RESOLUTION NO. 08-04**

**Rules and Regulations Regarding Leasing**

**WHEREAS**, Article III, Section 3.1(6) of The Midtown Alexandria Station Condominium Association's Bylaws provides the Condominium's Board of Directors with the power to adopt and amend rules and regulations governing the use and enjoyment of the Condominium and its common elements;

**WHEREAS**, Article X, Section 5.8(a)(6) of the Bylaws provides that no Unit Owner shall lease a unit other than on a written form of lease: 1) requiring the lessee to comply with the condominium instruments and rules and regulations; 2) providing that failure to comply with the condominium instruments is a default under the lease; and 3) providing that the Board has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor after 45 days prior written notice to the Unit Owner, in the event of a default by the tenant in the performance of the lease; and

**WHEREAS**, Article X, Section 5.8(a)(6) of the Bylaws also states that the Board of Directors may require a Unit Owner to use a particular lease form;

**WHEREAS**, Article X, Section 5.8(a)(6) of the Bylaws requires a Unit Owner to provide the Board of Directors with a copy of the conforming lease, upon its execution;

**WHEREAS**, the Board of Directors desires to establish uniform procedures regarding the leasing of units and the reporting of information about the leasing of units; and

**NOW THEREFORE**, be it resolved that the following policy and procedures shall govern the leasing of units within the Condominium:

**I. REGISTRATION OF LEASES**

- a. Unit Owners who lease their Unit must register all tenants with the Condominium's managing agent.
- b. Within ten (10) days of the commencement of the Lease, or forty-five (45) days after the effective date of this resolution for rental/leases in existence at the time of enactment of this Resolution, the Unit Owner shall provide the following:
  - i. A signed Lease Registration Form (appended hereto as Exhibit A). For purposes of this Resolution, the term "tenant" shall include all occupants of a Unit in which the Unit Owner(s) does not also reside.

- ii. A copy of a written lease that complies with the provisions of this Policy and the Bylaws in all respects. The written lease must provide that any failure by the Tenant to comply with the Association's Declaration, Bylaws or Rules and Regulations shall constitute a default under the lease which requires the Unit Owner to evict the Tenant. All owners are required to utilize the Lease Addendum form attached as Exhibit A; provided, however, that any leases in existence as of the effective date of this policy shall be entitled to be in a different form provided the lease otherwise conforms with the substantive requirements of this Policy.

## **II. UNIT OWNER'S RESPONSIBILITIES**

- a. At the time the Lease is signed, the Unit Owner shall provide to his or her tenants copies of the Declaration, Bylaws, Policy Resolutions and rules and regulations of the Condominium and any amendments thereto.
- b. The Unit Owner must provide the Association with his or her off-site address and phone number for any period of time during which the Unit Owner does not occupy the Unit. The Unit Owner must update the Association of any changes in off-site address or phone number within ten (10) days of any change.
- c. The Unit Owner shall be jointly and severally liable with the Tenant for any damage to the Common Elements of the Association, and any related costs, including actual attorney's fees incurred (whether or not a suit is actually commenced in court), caused by the act, omission, neglect or carelessness of Tenant or that of Tenant's family, guests, invitees, licensees, employees or agents

## **III. TENANT'S RESPONSIBILITIES**

- a. Tenants of the unit shall comply with the Declaration, the Bylaws, and the rules and regulations (as amended). In addition, the Tenant's family, friends, invitees, licensees, employees and agents are also bound by the Association's Declaration, Bylaws, and rules and regulations.
- b. Failure to comply with the Declaration, Bylaws, or the Rules and Regulations will be considered default under the Lease.
- c. Tenant shall not have the right to assign or sublet the premises or allow any other person to occupy the leased premises without the Association's prior written consent.
- d. Tenant shall not make any material or structural alterations to the premises without the Unit Owner's and Association's prior written consent.
- e. Tenant shall comply with all building, zoning, and health codes and other applicable laws for the use of said leased premises.



- f. Tenant shall use the Unit as a residential dwelling and shall not conduct premises any activity deemed by Unit Owner or Association in the Board's sole discretion to be hazardous, a nuisance, or requiring an increase in fire or hazard insurance premiums.
- g. The Tenant shall be jointly and severally liable with the Unit Owner to the Association for any damage to the Common Elements of the Association, and any related costs, including actual attorney's fees incurred (whether or not a suit is actually commenced in court), caused by the act, omission, neglect or carelessness of Tenant or that of Tenant's family, guests, invitees, licensees, employees or agents.
- h. The Tenant shall defend, indemnify and hold harmless the Association from and against any claim, injury or damages, direct or indirect, including actual attorney's fees, incurred as a result of Tenant's occupancy of the Unit or from any non-compliance by Tenant with the provisions of the Association's Declaration, Bylaws, Rules and Regulations, or any other covenant of the Lease.

#### **IV. DELEGATION OF USER RIGHTS IN AMENITIES**

- a. A Unit Owner who leases his/her Unit is deemed to assign, surrender and delegate to the tenant(s) any and all rights of the Unit Owner to use any of the community facilities/amenities (including but not limited to the parking areas, pools, exercise facilities, etc.) during the tenancy and until the tenants have vacated the Unit.

#### **V. REMEDIES FOR NONCOMPLIANCE**

- a. If the Unit Owner fails to file a copy of the lease and/or the Lease Addendum with the Association within fourteen (14) days of the date of execution of the lease, the Association will notify the Unit Owner. The Board shall have the power to bring an enforcement action against the offending Unit Owner pursuant to its authority created by Virginia Code Section 55-79.80:2 and implemented by Article 9, Section 9.1(g) of the Bylaws and take any other action available under Article 9 of the Bylaws and applicable law.
- b. If the Tenant violates any provision in the Association's Declaration, Bylaws, Policy Resolutions or rules and regulations, it shall be considered a default of the lease
- c. Upon such violation, the Association shall send a certified letter to the Tenant and Unit Owner and the Tenant must cure all violations by the date noted in the notice not less than twenty-one (21) days after receipt of the notice of violations.

- d. If the violation is not remedied within the noted timeline, the Association will provide a Request to Evict to the Unit Owner by certified-mail, return-receipt requested to the Unit Owner. The Request to Evict will advise the Unit Owner that he shall initiate eviction proceedings within (40) days, and secure eviction within one-hundred twenty (120) days of the date of receipt of the Request to Evict, and that the Association may initiate eviction proceedings within forty-five (45) days of the date of the Request to Evict if the Unit Owner fails to do so within the time period required under this paragraph.
- e. If a Tenant commits an act that is criminal in nature or poses a threat to the health and safety of any resident of the Association, the Association may either provide the Unit Owner with a Request to Evict, which requires the Unit Owner to immediately begin eviction proceedings against such Tenant, or the Association may initiate eviction proceedings upon the delivery of forty-five (45) days prior written notice thereof to the Unit Owner.
- f. Nothing set forth herein shall be deemed an election of remedies; accordingly, in addition to the enforcement mechanisms described in this policy, the Association reserves the right to pursue any and all enforcement options available at law or in equity against a Unit Owner or Tenant who violates any provision of this policy or the Association's governing documents.

This policy resolution shall become effective on April 28, 2008.

THE MIDTOWN ALEXANDRIA STATION  
CONDOMINIUM ASSOCIATION

By: \_\_\_\_\_

\_\_\_\_\_, President